

383.545 Definitions.

Subject to additional definitions contained in subsequent sections of KRS 383.505 to 383.715 which apply to specific sections or paragraphs thereof, and unless the context otherwise requires:

- (1) "Action" includes recoupment, counterclaim, set-off suit in equity, and any other proceeding in which rights are determined, including an action for possession.
- (2) "Building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises or dwelling unit.
- (3) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one (1) person who maintains a household or by two (2) or more persons who maintain a common household.
- (4) "Good faith" means honesty in fact in the conduct of the transaction concerned.
- (5) "Landlord" means the owners, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by KRS 383.585.
- (6) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity.
- (7) "Owner" means one (1) or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession.
- (8) "Person" includes an individual or organization.
- (9) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant.
- (10) "Rent" means all payments except a security deposit as defined in this section to be made to the landlord under the rental agreement.
- (11) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under KRS 383.610 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.
- (12) "Roomer" or "boarder" means a tenant occupying a dwelling unit:
 - (a) Which lacks at least one (1) major bathroom facility or kitchen facility, such as a toilet, refrigerator, or a stove; and
 - (b) In a building where one (1) or more such major facilities are supplied to be used in common by the occupants of the tenant's dwelling unit and by the occupants of one (1) or more other dwelling units; and
 - (c) In a building in which the landlord resides.
- (13) "Security deposit" means an escrow payment made to the landlord under the rental agreement for the purpose of securing the landlord against financial loss due to

damage to the premises occasioned by the tenant's occupancy other than ordinary wear and tear.

- (14) "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one (1) or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.
- (15) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.
- (16) "Unconscionable" means an act or conduct which is willful and is so harsh and unjust as would be condemned or considered to be wrongful and would be shocking to the conscience of honest and fair-minded persons.
- (17) "Willful" means with deliberate intention, not accidentally or inadvertently, and done according to a purpose.

Effective: July 13, 1984

History: Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 9, effective July 13, 1984.
-- Created 1974 Ky. Acts ch. 378, sec. 10.